



TOWN OF BROOKLINE

Massachusetts

DEPARTMENT OF FINANCE

PURCHASING DIVISION

333 Washington Street
Brookline, MA 02445
617-730-2195
Fax: 617-264-6446

TOWN OF BROOKLINE / PURCHASING DIVISION

INVITATION TO BID OR REQUEST FOR PROPOSALS

Sealed bids/proposals for furnishing the following to the Town of Brookline, MA will be received at the Town of Brookline, Town Hall, Purchasing Division 333 Washington St., 2nd Floor, Room 212, Brookline, MA 02445, until the time specified for the bid/proposal opening at which time bids will be opened publicly and proposals in confidence, in accordance with provisions of M.G.L. c. 30B.

<u>Item or Service</u>	<u>Department</u>	<u>Reference Number</u>	<u>Bid/Proposal Opening Date and Time</u>
Pizza	School Department	P-16-11	Thursday July 30, 2015 at 2:00 p.m.
Construction Testing & Inspection Services	Building Department	P-16-13	Thursday July 30, 2015 at 3:00 p.m.
Full Service Snack Vending	School Department	P-16-09	Thursday July 30, 2015 at 3:30 p.m.
Public Safety Dispatch Consultant	Town Administration	P-16-07	Thursday August 6, 2015 at 2:00 p.m.
Building Department Operations Assessment Consultant	Town Administration	P-16-08	Thursday August 6, 2015 at 2:30 p.m.

Specifications and bid/proposal forms may be obtained at the Purchasing Division or by calling (617) 730-2195.

Bid/proposal shall be submitted on the form furnished and in sealed envelope, and marked on the outside with the item title, reference number and bidder's name. Contract awarded pursuant to the Invitation to Bid or Request for Proposals will be subject to provisions of the Town of Brookline By-Laws Article 4.4 Fair Employment Practices with regard to Contracts, relating to non-discrimination in employment, and Article 4.8 Living Wage By-Law, relating to wages paid to employees. The Town reserves the right to accept any bid/proposal in whole or in any part, and to reject any or all bids/proposals if it shall be deemed in the best interest of the Town to do so.

David C. Geanakakis, Chief Procurement Officer July 16, 2015



TOWN OF BROOKLINE

Massachusetts

DEPARTMENT OF FINANCE

PURCHASING DIVISION

333 Washington Street

Brookline, MA 02445

617-730-2195

Fax: 617-264-6446

INSTRUCTIONS TO PROPOSERS

DAVID C. GEANAKAKIS
Chief Procurement Officer

RICHARD SAVILLE
Procurement Officer

1. **REQUEST FOR PROPOSAL**, which is enclosed herewith, is an integral part of these instructions.

2. **BID (VENDOR) LISTS**. Vendors who wish to remain on the active bid list must either submit a proposal or a letter of explanation as to the reason for not submitting same, no later than the official PROPOSAL OPENING.

3. **MARKING ENVELOPS**. The Proposal must be filled out on the form(s) prescribed and enclosed in sealed envelopes which shall be marked on the outside with the word "TECHNICAL PROPOSAL" or "PRICE PROPOSAL", the Proposal Title, Proposal Reference Number, and the name and address of the proposer.

4. **SAMPLE**. The Chief Procurement Officer may require the submission of samples either before or after the award of a contract, at no charge to the Town, in order to ascertain whether or not a product will be suitable for the purpose for which it is intended. If it is specifically stated elsewhere in the proposal documents that samples are required, full size samples must be submitted not later than the official PROPOSAL OPENING. Failure to submit said samples may be regarded as a basis for rejecting a proposal. Samples may be impounded until satisfactory completion of a contract. Otherwise, the bidder must call for all samples within (30) days of the award of contracts or said samples will be presumed abandoned and the Chief Procurement Officer will dispose of them as he sees fit.

5. **TAXES**. Purchases by the Town of Brookline are exempt from federal, state or municipal sales and/or excise taxes.

6. **PRICE PROPOSAL FORM**. The proposal price(s) must be typewritten in or written in ink in the space(s) provided on the official PRICE PROPOSAL FORM. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Proposal prices shall encompass everything necessary for furnishing the item(s) specified in, and in accordance with the specifications, including proper packing and the cost of delivery.

INSTRUCTIONS TO PROPOSERS - Page 2.

7. CASH TERMS. Discounts for prompt payment will be considered when making awards. Minimum time for discount consideration is twenty (20) days.

8. PROPOSAL DOCUMENTS. The proposer is to familiarize himself thoroughly with all the documents enumerated herewith, as it is conclusively understood that all proposals are based upon full compliance with the various provisions contained in said documents. The documents comprising the proposal consist of (a) Request for Proposal (b) Article XXIX of the Town of Brookline By-Laws relating to non-discrimination in employment (c) Instructions to Proposers (d) General Conditions (e) Special Conditions (if any) (f) Specifications, and (g) Price Proposal Form. The same documents will be incorporated into the contract documents. One set of the Request for Proposal is given to each proposer. A complete, original set of documents is to be returned, properly signed and executed. A copy of the documents submitted should be kept for the proposer's file.

9. MINORITY BUSINESS ENTERPRISE PROGRAM. Minority and women owned business enterprises are encouraged to submit bids and will be given every opportunity to participate in Town of Brookline contracts.

10. NOTICE CONCERNING UNEXPECTED CLOSURES: If, at the time of the scheduled proposal opening, Town Hall is closed due to inclement weather or other unforeseeable events, the proposal opening will be postponed until 2:00 PM on the next normal business day. Proposals will be accepted until that date and time

The Town of Brookline does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. Individuals who need auxiliary aids for effective communication in programs and services of the Town of Brookline are invited to make their needs known to Robert Sneirson, Town of Brookline, 11 Pierce Street, Brookline, MA 02445. Telephone (617) 730-2328; TDD (617) 730-2327; or e-mail at rsneirson@brooklinema.gov



TOWN OF BROOKLINE

Massachusetts

DEPARTMENT OF FINANCE

PURCHASING DIVISION

333 Washington Street

Brookline, MA 02445

617-730-2195

Fax: 617-264-6446

GENERAL CONDITIONS

DAVID C. GEANAKAKIS
Chief Procurement Officer

RICHARD SAVILLE
Procurement Officer

1. **AWARD DATE.** Award will be made within forty-five (45) days after the BID OPENING unless otherwise stated in the specifications or the time for award is extended by mutual consent of all parties concerned.

2. **EQUIVALENTS.** Where in the specifications, one certain kind, type, catalog number, brand or manufacturer of material is named, it shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal and the contractor may select one of the items. If the bidder proposes to offer substitute items as an equal to those named in the specifications, he shall so indicate on the BID FORM the kind, type, catalog number, brand, or manufacturer of material that is offered as an equal, and shall submit data sheets and/or catalog cuts and otherwise describe wherein it differs from the base specifications in similar detail as the description of the component parts of the specified items. Substituted items must be capable of performing all the functions and/or operational features described or indicated in the specifications. Failure to indicate the description of any substitute item on the Bid Form will be interpreted to conclude that the bidder will furnish the specified item.

3. **DELIVERIES.** The contractor shall pay all freight and delivery charges. Unless otherwise stated, items must be delivered within forty-five (45) days of the notice of award. All deliveries must be made inside the building and to the appropriate storeroom as designated by the custodian. Sidewalk or tailgate deliveries will not be accepted. Town personnel are not required to assist in the deliveries and contractors are cautioned to notify their shippers that adequate assistance must be provided at the point of delivery. All items of furniture must be delivered inside the building, in place, set up ready for use. Deliveries are to be made between 8:30 A.M. and 4:00 P.M., Monday through Thursday, except on holidays. Friday deliveries shall be made between 8:30 A.M. and 12:00 Noon. All damaged items, or items which do not comply with specifications will not be accepted and title therefore will not vest to the Town of Brookline until such items are accepted by the receiving department. The contractor must replace, without further cost to the Town of Brookline, such damaged or non-complying items before payment will be made.

GENERAL CONDITIONS - PAGE 2

4. **LABELING.** All packages, cartons, or other containers must be clearly marked with (a) building and room designation; (b) description of contents or item number from specifications; (c) quantity; (d) Town of Brookline's purchase order number; and (e) Vendor's name and order number.

5. **GUARANTEES.** Unless otherwise stipulated in the specifications, furniture, equipment, and similar durable items shall be guaranteed by the contractor for a period of not less than one year from the date of acceptance by the receiving department. In addition, the manufacturer's guarantee shall be furnished. Any items provided under this contract which are or become defective during the guarantee period shall be replaced by the contractor free of charge with the understanding that all replacements shall carry the same guarantee as the original equipment. The contractor shall make any such replacement immediately upon receiving notice from the Chief Procurement Officer.

6. **RIGHT TO KNOW.** Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. C111F SS8, 9 and 10 and the regulations contained in 441 CMR SS21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. C111F S7 and the regulations contained in 441 CMR S21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the contract. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing such substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of M.G.L. are cautioned to obtain and read the law and rules and regulations referenced above.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.

TOWN OF BROOKLINE, MASSACHUSETTS

By-laws of the Town of Brookline

ARTICLE 4.4

FAIR EMPLOYMENT PRACTICES WITH REGARD TO CONTRACTS

SECTION 4.4.1 CONTRACT PROVISIONS AND REQUIREMENTS

Subject to the exceptions hereinafter stated, all contracts awarded by the Town and all agencies and departments thereof, shall include the following provisions:

During the performance of this Contract, the Contractor, for himself, his assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(a) The Contractor will comply with the provisions of Chapter 151B, as amended, of the General Laws of Massachusetts relative to non-discrimination which are incorporated herein by reference and made a part of this Contract.

(b) In the performance of work under this Contract, the Contractor shall not discriminate in employment practices or in the selection or retention of subcontractors or in the procurement of materials or rental of equipment on the grounds of race, color, religion, or national origin, or on the grounds of age or sex except when age or sex is a bona fide occupational qualification.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.

(c) In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract and for the procurement of materials and equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this Contract relative to non-discrimination on grounds of race, color, religion, national origin, age or sex, and his obligations to pursue an affirmative course of action as required by paragraph (d).

(d) The Contractor will pursue an affirmative course of action as required by affirmative action guidelines adopted by the Human Relations Commission in effect on the effective date of the contract, or when calls for proposals are made, whichever is sooner, which are herein incorporated by reference, attached hereto, and made a part of this contract and to the nature and size of his work force, to insure that applicants are sought and employed, and that employees are treated, during their employment, without regard to their race, color, national origin or ancestry, or religion. No changes in affirmative action guidelines hereinafter adopted by the Commission shall be effective with respect to contracts already in effect, without the express written consent of the contractor.

- (e) In the event the Contractor fails to comply with the foregoing non-discrimination provisions of this Contract, the contracting agency of the Town, upon advice and counsel of the Human Relations Commission, shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- (1) withholding of payment due the Contractor under this contract until the Contractor complies, and/or
- (2) cancellation, termination or suspension of this Contract, in whole or in part.

For the purposes of this section the contracting agency of the Town shall accept as proof of noncompliance with the provisions of Section 4.4.1(a), only final orders or decisions of the Massachusetts Commission Against Discrimination.

- (f) The provisions of this section shall be deemed supplementary to, and not in lieu of, or in substitution for, the provisions of Massachusetts Law relating to non-discrimination, and other applicable Federal, State or Town law, by-law, rule, regulation and directive relative thereto. In the event of a conflict between the provisions of this section and, where inserted or incorporated in this contract, an applicable state or federal law, rule, regulation or directive, the conflicting provisions of the latter shall control.

SECTION 4.4.2 EXEMPTIONS

The requirements of Section 4.4.1 shall not apply to the following contracts:

- (a) Whenever work is to be or has been performed outside the state and no recruitment of workers within the state is involved
- (b) those involving standard commercial supplies or raw materials
- (c) When the contractor is a club exclusively social, or a fraternal association or corporation, if such club, association or corporation is not organized for private profit
- (d) when the contractor employs fewer than six persons
- (e) when the total value of the contract is less than \$10,000.00
- (f) contracts involving joint purchases with the state
- (g) contracts with the Commonwealth for construction of public works
- (h) contracts for financial assistance with a government or governmental agency
- (i) notes and bonds of the Town
- (j) employment by the Town of officers and employees of the Town
- (k) whenever it is deemed necessary or appropriate the Board of Selectmen, upon the advice and counsel of the Human Relations Commission, may exempt any contract not covered by the foregoing exemptions from the operation of this By-law in whole or in part.

SECTION 4.4.3 REQUEST FOR PROPOSALS

All requests for proposals for contracts subject to the provisions of this Article shall include a statement notifying all bidders that the contract awarded pursuant to the proposal is subject to the provisions of this Article of the By-laws, relating to non-discrimination in employment.

TOWN OF BROOKLINE, MASSACHUSETTS

By-laws of the Town of Brookline

ARTICLE 4.8

LIVING WAGE BY-LAW

SECTION 4.8.1 TITLE

This By-Law shall be known as the "Living Wage By-Law."

SECTION 4.8.2 LIVING WAGE

- (a) The town of Brookline ("town") shall pay each of its employees no less than \$10.30 an hour except as provided in Section 4.8.5 and in collective bargaining agreements with the town under G.L. c. 150E, section 7.
- (b) The wage prescribed in paragraph (a) of this Section 4.8.2 shall be known as the "living wage" and shall be adjusted annually by the same percentage and on the same schedule relative to wage adjustments given to full-time, nonunion town employees on the town's general pay schedule, beginning in the year 2003.
- (c) The living wage shall also be adjusted annually at the time of and after the adjustment set forth in paragraph (b) of this Section 4.8.2 if necessary to insure that as so adjusted, it is at least one dollar more than the state minimum wage in effect under G.L. c.151 at the time of such adjustment.

SECTION 4.8.3 MINIMUM WAGE

The compensation of employees exempted from the living wage under paragraphs (a), (b), (c) and (d) of Section 4.8.5 shall be adjusted annually at the same time as the adjustment referred to in paragraph (b) of Section 4.8.2 if necessary to insure that the hourly wage is at least one dollar more than the state minimum wage in effect under G.L. c.151 at the time of such adjustment.

SECTION 4.8.4 NOTICE

The town shall provide each employee with a fact sheet about this By-Law and shall post current notices about the By-Law in conspicuous locations in town buildings. These fact sheets and posters shall include:

- (a) notice of the living wage amount;
- (b) notice of the town minimum wage amount under Section 4.8.3;
- (c) a summary of the By-Law provisions;
- (d) notice that a person claiming to be aggrieved by a violation of this By-Law may file a grievance under the town's Human Resources By-Law (Section 3.15.11) or, if a School Department employee, a complaint with the Assistant Superintendent of Schools for Personnel; notice that upon exhaustion of this administrative remedy, such person may seek appropriate legal relief.

SECTION 4.8.5

EXCEPTIONS

The town shall not be required to pay the living wage to the following persons:

- (a) seasonal employees who work less than six months in any twelve-month cycle;
- (b) employees participating in a work-study or cooperative educational program;
- (c) employees whose positions are funded, in full or in part, by Community Development Block Grant or State Elder Services Grant monies;
- (d) town library Junior Library Pages;
- (e) Putterham Meadows Golf Course rangers;
- (f) volunteers and all persons appointed or elected to town committees;
- (g) elected officers of the town.

SECTION 4.8.6

APPLICATION/ENFORCEMENT/REMEDIES

a. Definitions:

In construing SECTION 4.8.6, the following words shall have the meanings herein given, unless a contrary intention clearly applies.

Covered employer means anyone who has been awarded a service contract or subcontract with the Town after the effective date of the By-law.

Covered Employee means any employee who performs direct services for the purpose of fulfilling the covered employer's contractual obligations, provided however, employees who perform services that are incidental to the execution of the contract are not covered employees.

Person means one or more of the following or their agents, employees, servants, representatives, and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized at law by this commonwealth,

Services means the furnishing of labor, time, or effort by a contractor and/or covered employer.

Service contract means a contract for services awarded to a vendor by the town for no less than the following amounts: (i) \$25,000.00 for contracts commencing in fiscal year 2006, (ii) \$10,000.00 for contracts commencing in fiscal year 2007 (iii) \$5,000.00 for contracts commencing in fiscal year 2008 and thereafter. Any bids opened prior to fiscal year 2006 shall not be subject to this article.

b. Application of Living Wage By-Law to Contracts

After the applicable date of this By-Law, the guidelines outlined in the Living Wage By-Law, Section 4.8.2 Living Wage, shall apply to all service contracts of the Town of Brookline.

These guidelines shall be followed to ensure that all covered employers shall pay their covered employees (both as defined above) providing services to the Town of Brookline and any of its Departments a Living Wage as defined in Article 4.8 Section 2.

c. Enforcement

Grievance procedures and nondiscrimination. Any covered employee who believes that his or her employer is not complying with requirements of this article applicable to the employer has the right to file a complaint with the town's Chief Procurement Officer or Board of Selectmen. Complaints of alleged violations may also be filed by concerned citizens or by a town official or employee. Complaints of alleged violations may be made at any time and shall be investigated promptly by or for the officer or board that received the Complaint. To the extent allowed under the Public Records Law, G.L.c.66, statements, written or oral, made by a covered employee, shall be treated as confidential and shall not be disclosed to the covered employer without the consent of the covered employee.

Investigations. The Chief Procurement Officer or Board of Selectmen who received a complaint, as aforesaid, shall investigate or have the complaint investigated and may, in conjunction with the Town Counsel, require the

production by the covered employer of such evidence as required. The covered employer shall submit payroll records (meaning records that relate to wages paid) upon request, and the failure to comply with the request may be a basis for terminating any contract between the parties. Upon receipt by the town of information of possible noncompliance with the provisions of this article, the covered employer shall permit representatives of the Chief Procurement Officer or Board of Selectmen to observe work being performed upon the work site, to interview employees and to examine payroll records, the books and records relating to the payrolls being investigated, to determine whether or not the relevant payment of wages complies with this By-Law.

Retaliation and Discrimination Barred. A covered employer shall not discharge, reduce the compensation of, or otherwise discriminate against any employee for making a complaint to the Town or otherwise asserting his or her rights under this article, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the article. The Town shall investigate allegations of retaliation or discrimination and may, in conjunction with Town Counsel, and in accordance with the powers herein granted, require the production by the employer of such evidence as may be deemed necessary or desirable during such investigation.

d. Remedies

In the event that the town shall determine, after notice and hearing, that any covered employer has failed to pay the living wage or has otherwise violated the provisions of this article:

- (1) The town may pursue the following remedies and relief:
 - a. Fines not to exceed \$300.00 for each week, for each employee found to have not been paid in accordance with this article; and
 - b. Suspension of ongoing contract and subcontract payments.
- (2) If the covered employer has failed to pay the living wage, the town may terminate all service contracts with the covered employer unless appropriate relief, including restitution to each affected covered employee, is made within a specified time.
- (3) If the covered employer has discharged, reduced the compensation or otherwise discriminated against any covered employee for making a complaint to the town, otherwise asserting his or her rights under this article, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the ordinance, the town may terminate all service contracts with the covered employer unless appropriate relief, including restitution to each affected covered employee and reinstatement of each discharged covered employee, is made within a specified time.

SECTION 4.8.7

SEVERABILITY

If any portion or provision of this By-Law is declared invalid or unenforceable by a court of competent jurisdiction or the Office of the Attorney General, the remaining provisions shall continue in full force and effect.

TOWN OF BROOKLINE, MASSACHUSETTS - PURCHASING DIVISION

REQUEST FOR PROPOSAL

Building Department Operations Assessment Consultant for the Town of Brookline

General

Competitive sealed proposals are invited in accordance with the provisions of Massachusetts General Laws, Ch. 30B, for a Building Department Operations Assessment Consultant for the Town of Brookline. The focus of the assessment is the Public Buildings Division, which is part of the Building Department.

Procedures under this RFP require separate and confidential submission of pricing and a separate submission of a technical Proposal. Technical Proposal will be evaluated without knowledge of prices by a committee appointed by the Chief Procurement Officer. The Chief Procurement Officer will determine the most advantageous Proposal after taking into consideration the evaluation of technical Proposal made by the committee together with a consideration of prices.

Any questions pertaining to this Request for Proposal are to be directed to David Geanakakis, Chief Procurement Officer, Purchasing Division, Brookline, MA 02445, telephone (617) 730-2195, fax (617) 264-6446, email dgeanakakis@brooklinema.gov

Proposals may be held open for a period of one hundred twenty (120) days from the proposal due date unless award is made sooner or the time for award is extended by consent of all parties concerned. Award, payment and performance obligations shall depend on the availability and appropriation of funds.

Proposals must be sealed, clearly marked and should be submitted to:

Town of Brookline
Town Hall, Purchasing Division
333 Washington St., 2nd Floor, Room 212
Brookline, MA 02445

The deadline for submission of proposals is Thursday August 6, 2015 at 2:30 p.m., at which time the Technical Proposals shall be opened in confidence in accordance with c. 30B, Section 6(d). Proposals received after that date and time will be rejected.

It is the sole responsibility of the Proposer to insure that the proposal arrives on time at the designated place.

NOTE: Price proposals must be kept entirely separate from technical proposals. Failure to follow this instruction will result in rejection of the proposal.

Five (5) copies (1 original and 4 copies) of each proposal shall be submitted as follows:

Price proposal shall be submitted on the form furnished and sealed in an envelope marked:

Proposal Envelope A – Price Proposal

Building Department Operations Assessment Consultant

Reference #P-16-08

Bidder's Name _____

Technical proposal shall be submitted on the form furnished and sealed in an envelope marked:

Proposal Envelope B - Technical Proposal

Building Department Operations Assessment Consultant

Reference #P-16-08

Bidder's Name _____

Any interpretations of this RFP and information contained herein will be in the form of written addenda to the RFP. Requests for clarification or any questions about information contained in this RFP must be addressed in writing to the Purchasing Division.

No requests for information or questions will be accepted after Tuesday July 28, 2015 at 12 p.m. (noon). Any responses to Questions and Answers will be compiled and sent to all proposers who requested a copy of the RFP prior the due date.

Proposers must be qualified by experience, facilities and personnel to supply the specified services. The Town reserves the right to verify these capabilities prior to award to insure that qualifications are met.

Scope of Services

The Town desires a consulting firm with municipal experience to propose and carryout a methodology tailored to the Town's needs to

- Identify the organizational context and challenges to assess the Public Buildings Division's Operations, using industry standards and other comparable cities and towns equivalent to the Town of Brookline. Review these with the Town of Brookline for approval. Identify the service provider levels, in house vs outsourced services, and required qualifications to conduct Building Department operations. Include how these recommendations will be successfully implemented.
- Actively identify solutions and challenges

- Assist the Town in developing and implementing a program and procedures for recommended changes over a phased approach

The Public Buildings Division of the Building Department maintains 82 buildings with a total area of over 3 million square feet.

This study would look at all aspects of the Public Buildings Division. It would be comprehensive and compare Brookline's operation to those Municipal organizations of comparable size and equity. Determine efficiencies in the organization that may be outsourced, including services. Over the last 20 years, most town and school buildings have been renovated or replaced. A substantial increase in square footage of existing buildings has also added to the burden. There are many complex systems in place with many pieces of equipment. Originally there were 11 buildings with an EMS, but now there are 38 EMS systems. Budgets and staffing to maintain those buildings have not increased based on demands and needs.

The study would focus on:

- A. Personnel: Organizational Structure, including
 - a. Staffing
 - i. Staffing levels, number and type (electricians/plumbers/etc.) of staff, support staff, type of tradesmen/custodians temporary employees, apprenticeships, summer staff, including
 - 1. Housekeeping and custodial coverage of Town Hall, Health Department & Public Safety, and
 - 2. EMS subdivision including number of staff to monitor existing and future systems, type of staff, IT support staff, in house or out source of support with proper budgeted costs-energy conservation work/ROI.
 - ii. Minimal experience required for positions and need for/types of on-going training procedures and requirements,
 - iii. Supervision requirements and structure,
 - iv. Proper pay/compensation, including both salary and benefits, additional Responsibilities.
- B. Equipment/Tools-Shop:
 - a. Fleet: Proper numbers of vehicles, type of vehicles, age of vehicles,, shop to supply services and make repairs
 - b. Equipment: type of equipment, vehicles and tools
 - c. Process: buying, inventory and storage of materials/equipment
- C. Budget: Properly funded repair and maintenance budget, including supplies and allocation of those funds in proper accounts, including both Town and School allocations. Provide recommendations given the mix of in house and outside contracted services.

Background Information

The following information will be provided to the successful consultant, which will include, but is not limited to, these items:

- Building Department and Public Buildings Division Staff positions and Hierarchy/Structure
- School and Town Buildings inventory
- Repair and Maintenance Budget for Town & Schools
- Payroll and Salaries, benefits, including collective bargaining agreements
- Equipment, tools, vehicles, and supply purchases
- Work Order Volume
- Outside Vendor Cost
- Energy Management
- Energy/Utilities Budget Management
- Buildings Automations Systems Operations Management
- Energy Savings & Conservation Programs Budget Management
- Current Funding for Town and School Maintenance

The Division also has an ongoing role in new/future building and construction projects. There is some crossover between day to day Division operations and new/future construction/renovation projects. In house staff currently supports and collaborates with construction projects to some degree, and this needs to be considering with regards to outsourcing.

Deliverables

The study deliverables should include, but are not limited to:

1. Periodic progress updates to the Town.
2. A draft report for review and comment due four (4) weeks after day of contract execution unless an extension is agreed to in writing between the Town and consultant.
3. A final report and recommendations due two (2) weeks after draft report unless an extension is agreed to in writing between the Town and consultant.

Evaluation criteria

All Proposals will be evaluated on two sets of criteria: Minimum and Comparative.

Minimum Evaluation Criteria – Each Proposal shall meet the following minimum criteria.

1. Consultants shall have been in business for five (5) years.
2. Consultants shall have performed similar services for at least three (3) municipalities within the last five (5) years.
3. Consultants shall include with their proposal submittal two (2) similar studies done within the last five (5) years.
4. Consultants shall present evidence that they have Professional Liability insurance policies to which the municipality can be added as an additional insured.
5. Consultants shall demonstrate that they have at least two qualified persons available to work on this project.

Comparative Evaluation Criteria

The following Evaluation Criteria – The following ratings will be used to measure the relative merits of each Proposal that meets the minimum evaluation criteria established above:

Highly Advantageous – Proposal excels on criteria standard

Advantageous – Proposal meets the specified criteria standard

Not Advantageous – Proposal does not meet the criteria standard

1. *Understanding of municipal governance practices in Massachusetts.* More years of experience of the Project Manager in direct and substantive participation in Massachusetts's municipal governance will make the Proposal advantageous.
2. *Quality of References.* Favorable references from recent clients will make Proposal more advantageous.
3. *The quality of the proposer's assessment of the conditions in which the new incumbent will work and the challenges he/she will have to meet.* This will be determined through

reference checks and through a review of recruitment materials prepared by the proposers. Positive comments will be considered advantageous.

4. *The quality of recruitment materials including content and graphic presentation.* This will be determined by a review of sample material submitted with the Proposal. A positive review of recruitment materials will be advantageous.
5. *The schedule included in the Proposal.* A coherent schedule that carefully defines the steps and sequence and the rationale for the process and schedule will be considered advantageous.
6. *The quality of the Proposal.* A Proposal that is comprehensive and thorough and demonstrates an understanding of the Town's requirements will be considered advantageous.

Evaluation of Proposal

Proposal will be evaluated based on responsiveness to the criteria, terms and conditions contained in the RFP. Any Proposal not meeting the minimum evaluation criteria will be disqualified and not evaluated further.

The Town will evaluate Proposal that meet the minimum criteria based on the comparative evaluation criteria.

Determination of the "Most Advantageous" Proposal

The Most Advantageous Proposal will be determined after a ranking of technical Proposal and a separate ranking of price Proposal. The ranking of the technical Proposal will be performed before the ranking of the Price Proposal. The determination of the most advantageous technical Proposal shall be made on the basis of evaluation of non-price factors. The Town will determine which combination of price and non-price Proposal will be the Most Advantageous Proposal.

Clarification

The Town reserves the right to contact any consultant to clarify its Proposal. The Town may require all or some of the proposers who meet the minimum criteria to make an oral presentation (interview) to the Town.

Rejection of Proposal

The Town reserves the right to reject any and all Proposal for non-conformance to the terms of this RFP and to applicable law and misrepresentation, and failure to submit costs in a separate sealed Price Proposal envelope.

Execution of Agreement

The Town will prepare and submit to the selected consultant a contract that will incorporate by reference the consultant's Proposal. Before an agreement is executed the successful proposer will be required to submit a certificate of tax compliance in accordance with the provisions of MGL Chapter 62C Section 49A.

TOWN OF BROOKLINE, MASSACHUSETTS - PURCHASING DIVISION

Building Department Operations Assessment Consultant

ATTACHMENT 1

PRICE PROPOSAL

(To be submitted in Envelope B)

The price quoted below includes the cost of all labor, materials, insurance, and all other necessary expenses to fulfill the conditions of the contract. All travel costs to be incurred by the contractor shall be paid by the contractor. The Town of Brookline will not pay for travel time or any travel related expenses.

The undersigned hereby proposes to furnish all necessary services required for a Building Department Operations Assessment Consultant, all in accordance with our attached technical specifications and our submitted price proposal as noted below.

1. Professional Fee for a Building Department Operations Assessment Consultant	\$
2. <i>Maximum</i> expenses to be reimbursed for travel, printing, and miscellaneous costs.	\$
TOTAL PRICE to Complete the Study	\$

Name of Company Making Proposal

Signature of Individual Submitting the Proposal

Title:

VENDOR MUST RETURN THIS PAGE WITH YOUR PRICE PROPOSAL

TOWN OF BROOKLINE, MASSACHUSETTS - PURCHASING DIVISION

REQUEST FOR PROPOSAL

Building Department Operations Assessment Consultant for the Town of Brookline

General

Competitive sealed proposals are invited in accordance with the provisions of Massachusetts General Laws, Ch. 30B, for a Building Department Operations Assessment Consultant for the Town of Brookline. The focus of the assessment is the Public Buildings Division, which is part of the Building Department.

Procedures under this RFP require separate and confidential submission of pricing and a separate submission of a technical Proposal. Technical Proposal will be evaluated without knowledge of prices by a committee appointed by the Chief Procurement Officer. The Chief Procurement Officer will determine the most advantageous Proposal after taking into consideration the evaluation of technical Proposal made by the committee together with a consideration of prices.

Any questions pertaining to this Request for Proposal are to be directed to David Geanakakis, Chief Procurement Officer, Purchasing Division, Brookline, MA 02445, telephone (617) 730-2195, fax (617) 264-6446, email dgeanakakis@brooklinema.gov

Proposals may be held open for a period of one hundred twenty (120) days from the proposal due date unless award is made sooner or the time for award is extended by consent of all parties concerned. Award, payment and performance obligations shall depend on the availability and appropriation of funds.

Proposals must be sealed, clearly marked and should be submitted to:

Town of Brookline
Town Hall, Purchasing Division
333 Washington St., 2nd Floor, Room 212
Brookline, MA 02445

The deadline for submission of proposals is Thursday August 6, 2015 at 2:30 p.m., at which time the Technical Proposals shall be opened in confidence in accordance with c. 30B, Section 6(d). Proposals received after that date and time will be rejected.

It is the sole responsibility of the Proposer to insure that the proposal arrives on time at the designated place.

NOTE: Price proposals must be kept entirely separate from technical proposals. Failure to follow this instruction will result in rejection of the proposal.

Five (5) copies (1 original and 4 copies) of each proposal shall be submitted as follows:

Price proposal shall be submitted on the form furnished and sealed in an envelope marked:

Proposal Envelope A – Price Proposal

Building Department Operations Assessment Consultant

Reference #P-16-08

Bidder's Name _____

Technical proposal shall be submitted on the form furnished and sealed in an envelope marked:

Proposal Envelope B - Technical Proposal

Building Department Operations Assessment Consultant

Reference #P-16-08

Bidder's Name _____

Any interpretations of this RFP and information contained herein will be in the form of written addenda to the RFP. Requests for clarification or any questions about information contained in this RFP must be addressed in writing to the Purchasing Division.

No requests for information or questions will be accepted after Tuesday July 28, 2015 at 12 p.m. (noon). Any responses to Questions and Answers will be compiled and sent to all proposers who requested a copy of the RFP prior the due date.

Proposers must be qualified by experience, facilities and personnel to supply the specified services. The Town reserves the right to verify these capabilities prior to award to insure that qualifications are met.

Scope of Services

The Town desires a consulting firm with municipal experience to propose and carryout a methodology tailored to the Town's needs to

- Identify the organizational context and challenges to assess the Public Buildings Division's Operations, using industry standards and other comparable cities and towns equivalent to the Town of Brookline. Review these with the Town of Brookline for approval. Identify the service provider levels, in house vs outsourced services, and required qualifications to conduct Building Department operations. Include how these recommendations will be successfully implemented.
- Actively identify solutions and challenges

- Assist the Town in developing and implementing a program and procedures for recommended changes over a phased approach

The Public Buildings Division of the Building Department maintains 82 buildings with a total area of over 3 million square feet.

This study would look at all aspects of the Public Buildings Division. It would be comprehensive and compare Brookline's operation to those Municipal organizations of comparable size and equity. Determine efficiencies in the organization that may be outsourced, including services. Over the last 20 years, most town and school buildings have been renovated or replaced. A substantial increase in square footage of existing buildings has also added to the burden. There are many complex systems in place with many pieces of equipment. Originally there were 11 buildings with an EMS, but now there are 38 EMS systems. Budgets and staffing to maintain those buildings have not increased based on demands and needs.

The study would focus on:

- A. Personnel: Organizational Structure, including
 - a. Staffing
 - i. Staffing levels, number and type (electricians/plumbers/etc.) of staff, support staff, type of tradesmen/custodians temporary employees, apprenticeships, summer staff, including
 - 1. Housekeeping and custodial coverage of Town Hall, Health Department & Public Safety, and
 - 2. EMS subdivision including number of staff to monitor existing and future systems, type of staff, IT support staff, in house or out source of support with proper budgeted costs-energy conservation work/ROI.
 - ii. Minimal experience required for positions and need for/types of on-going training procedures and requirements,
 - iii. Supervision requirements and structure,
 - iv. Proper pay/compensation, including both salary and benefits, additional Responsibilities.
- B. Equipment/Tools-Shop:
 - a. Fleet: Proper numbers of vehicles, type of vehicles, age of vehicles,, shop to supply services and make repairs
 - b. Equipment: type of equipment, vehicles and tools
 - c. Process: buying, inventory and storage of materials/equipment
- C. Budget: Properly funded repair and maintenance budget, including supplies and allocation of those funds in proper accounts, including both Town and School allocations. Provide recommendations given the mix of in house and outside contracted services.

Background Information

The following information will be provided to the successful consultant, which will include, but is not limited to, these items:

- Building Department and Public Buildings Division Staff positions and Hierarchy/Structure
- School and Town Buildings inventory
- Repair and Maintenance Budget for Town & Schools
- Payroll and Salaries, benefits, including collective bargaining agreements
- Equipment, tools, vehicles, and supply purchases
- Work Order Volume
- Outside Vendor Cost
- Energy Management
- Energy/Utilities Budget Management
- Buildings Automations Systems Operations Management
- Energy Savings & Conservation Programs Budget Management
- Current Funding for Town and School Maintenance

The Division also has an ongoing role in new/future building and construction projects. There is some crossover between day to day Division operations and new/future construction/renovation projects. In house staff currently supports and collaborates with construction projects to some degree, and this needs to be considering with regards to outsourcing.

Deliverables

The study deliverables should include, but are not limited to:

1. Periodic progress updates to the Town.
2. A draft report for review and comment due four (4) weeks after day of contract execution unless an extension is agreed to in writing between the Town and consultant.
3. A final report and recommendations due two (2) weeks after draft report unless an extension is agreed to in writing between the Town and consultant.

Evaluation criteria

All Proposals will be evaluated on two sets of criteria: Minimum and Comparative.

Minimum Evaluation Criteria – Each Proposal shall meet the following minimum criteria.

1. Consultants shall have been in business for five (5) years.
2. Consultants shall have performed similar services for at least three (3) municipalities within the last five (5) years.
3. Consultants shall include with their proposal submittal two (2) similar studies done within the last five (5) years.
4. Consultants shall present evidence that they have Professional Liability insurance policies to which the municipality can be added as an additional insured.
5. Consultants shall demonstrate that they have at least two qualified persons available to work on this project.

Comparative Evaluation Criteria

The following Evaluation Criteria – The following ratings will be used to measure the relative merits of each Proposal that meets the minimum evaluation criteria established above:

Highly Advantageous – Proposal excels on criteria standard

Advantageous – Proposal meets the specified criteria standard

Not Advantageous – Proposal does not meet the criteria standard

1. *Understanding of municipal governance practices in Massachusetts.* More years of experience of the Project Manager in direct and substantive participation in Massachusetts's municipal governance will make the Proposal advantageous.
2. *Quality of References.* Favorable references from recent clients will make Proposal more advantageous.
3. *The quality of the proposer's assessment of the conditions in which the new incumbent will work and the challenges he/she will have to meet.* This will be determined through

reference checks and through a review of recruitment materials prepared by the proposers. Positive comments will be considered advantageous.

4. *The quality of recruitment materials including content and graphic presentation.* This will be determined by a review of sample material submitted with the Proposal. A positive review of recruitment materials will be advantageous.
5. *The schedule included in the Proposal.* A coherent schedule that carefully defines the steps and sequence and the rationale for the process and schedule will be considered advantageous.
6. *The quality of the Proposal.* A Proposal that is comprehensive and thorough and demonstrates an understanding of the Town's requirements will be considered advantageous.

Evaluation of Proposal

Proposal will be evaluated based on responsiveness to the criteria, terms and conditions contained in the RFP. Any Proposal not meeting the minimum evaluation criteria will be disqualified and not evaluated further.

The Town will evaluate Proposal that meet the minimum criteria based on the comparative evaluation criteria.

Determination of the "Most Advantageous" Proposal

The Most Advantageous Proposal will be determined after a ranking of technical Proposal and a separate ranking of price Proposal. The ranking of the technical Proposal will be performed before the ranking of the Price Proposal. The determination of the most advantageous technical Proposal shall be made on the basis of evaluation of non-price factors. The Town will determine which combination of price and non-price Proposal will be the Most Advantageous Proposal.

Clarification

The Town reserves the right to contact any consultant to clarify its Proposal. The Town may require all or some of the proposers who meet the minimum criteria to make an oral presentation (interview) to the Town.

Rejection of Proposal

The Town reserves the right to reject any and all Proposal for non-conformance to the terms of this RFP and to applicable law and misrepresentation, and failure to submit costs in a separate sealed Price Proposal envelope.

Execution of Agreement

The Town will prepare and submit to the selected consultant a contract that will incorporate by reference the consultant's Proposal. Before an agreement is executed the successful proposer will be required to submit a certificate of tax compliance in accordance with the provisions of MGL Chapter 62C Section 49A.

TOWN OF BROOKLINE, MASSACHUSETTS - PURCHASING DIVISION

Building Department Operations Assessment Consultant

ATTACHMENT 1

PRICE PROPOSAL

(To be submitted in Envelope B)

The price quoted below includes the cost of all labor, materials, insurance, and all other necessary expenses to fulfill the conditions of the contract. All travel costs to be incurred by the contractor shall be paid by the contractor. The Town of Brookline will not pay for travel time or any travel related expenses.

The undersigned hereby proposes to furnish all necessary services required for a Building Department Operations Assessment Consultant, all in accordance with our attached technical specifications and our submitted price proposal as noted below.

1. Professional Fee for a Building Department Operations Assessment Consultant	\$
2. <i>Maximum</i> expenses to be reimbursed for travel, printing, and miscellaneous costs.	\$
TOTAL PRICE to Complete the Study	\$

Name of Company Making Proposal

Signature of Individual Submitting the Proposal

Title:

VENDOR MUST RETURN THIS PAGE WITH YOUR PRICE PROPOSAL



TOWN OF BROOKLINE

Massachusetts

DEPARTMENT OF FINANCE
PURCHASING DIVISION

333 Washington Street
Brookline, MA 02445
617-730-2195
Fax: 617-264-6446

PROPOSAL SIGNATURE FORM

The undersigned, hereafter called the proposer, having fully familiarized himself with all of the proposer documents, hereby agrees and declares:

1. That prices inserted cover all services, labor, materials, transportation, insurance, and all other necessary expenses to fulfill the conditions of the contract within the time stated.
2. That if a substitute manufacturer's name or model number is not inserted by the proposer under the appropriate column, it is understood that the proposer will furnish only the specified item and no substitute will be accepted.
3. Pursuant to M.G.L. Ch. 62C, sec. 49A, the proposer hereby certifies that the proposer has filed all state tax returns and paid all state taxes required under law.
4. The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The following items are to be completed by the proposer:

Title of Proposal _____

Guaranteed Date of Completion _____

Company Name _____

Company Address _____

Social Security or Federal Identification Number _____

Our company is: A Corporation _____ A Partnership _____ Individually Owned _____

Signature of Company Official _____

Telephone Number _____

Facsimile Number _____

Email Address _____

Terms: _____ % _____ Days, Net _____ Days



TOWN OF BROOKLINE

Massachusetts

DEPARTMENT OF FINANCE

PURCHASING DIVISION

333 Washington Street

Brookline, MA 02445

617-730-2195

Fax: 617-264-6446

CERTIFICATE OF NON – COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting bid or proposal

Name of Business

TAX COMPLIANCE CERTIFICATE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of individual submitting bid or proposal

Name of Business

CERTIFICATE OF VOTE

I, _____, Clerk of

_____, hereby certify that, at a meeting of

the Board of Directors of said Corporation duly held on _____, 20____, at which a quorum was present and voting (Date must be earlier than contract) throughout, the following vote was duly passed and is now in full force and effect:

"VOTED: That _____
(NAME OF OFFICER AUTHORIZED TO SIGN FOR CORPORATION)

be and hereby is authorized, directed and empowered for, in the name and on behalf of this Corporation to sign seal with the corporate seal, execute, acknowledge and deliver all contracts, bonds and other obligations of this Corporation; the execution of any such contract, bond or obligation by such _____ to be valid and

(NAME OF OFFICER)

binding upon this Corporation for all purposes, and that a certificate of the Clerk of this Corporation setting forth this vote shall be delivered to the Town of Brookline; and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation is delivered to the Town of Brookline."

I further certify that _____ is the
(NAME OF OFFICER)

duly elected _____ of said Corporation.
(TITLE)

Signed _____
(CLERK-SECRETARY)

Place of Business: _____

Date of Contract: _____

AFFIX CORPORATE SEAL

COUNTERSIGNATURE: _____
(NAME AND TITLE OF OFFICER)

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign that contract or other instrument for the Corporation, this certificate must be countersigned by another officer of the Corporation.